



**Reuse Network
Licence Agreement**

The following terms and conditions apply to the purchase and use by you of the Reuse Network Product Weight Protocol (**PWP**). You should read these carefully, sign at the end to acknowledge your agreement to them, return one copy to Reuse Network and retain a copy safely for your records:

1. Definitions

The following terms have the meanings set out below whenever they are used in this Agreement:

“Commencement Date”	the date the Licence commences as detailed on Schedule 1;
“Duration”	the duration of this Agreement and the Licence as detailed in Schedule 1;
“Reuse Network”	Reuse Network with Company number 04154818 whose registered office is at 48-54 West Street, Old Market, Bristol, BS2 0BL;
“Licensed Materials”	the Reuse Network Product Weight Protocol (PWP);
“Licence Fee”	the fee paid and payable by you for the Licence and in accordance with Schedule 1;
“Media”	the media on which we provide the Licensed Materials to you.
“Product Weight Protocol”	the material being licenced – previously known as the Reuse Network Average Weights List.

2. Agreement

- 2.1. In consideration of the Licence Fee and subject to the terms of this Agreement, we agree to supply the Licensed Materials to you.
- 2.2. For the Duration of this Agreement we grant to you a personal, non-transferable and non-exclusive licence to use the Licensed Materials only to the extent that is permitted under this Agreement and for no other purpose whatsoever.
- 2.3. In the event we reasonably believe you are in breach of the Licence as granted in this Agreement we may immediately terminate this Agreement and the Licence with immediate effect.

2.4. In addition to clause 2.3 above, either party may terminate this Agreement at any time:

- 2.4.1. on giving written notice to the other party if the other party commits any material breach of any term of this Agreement and has not remedied the breach within thirty (30) days of receipt of a written notice requesting them to do so; or
- 2.4.2. if the other party has a receiver or administrative receiver appointed over it or any of its undertaking or assets or passes a resolution for winding up or ceases to trade or any similar event occurs

3. The Licensed Materials

- 3.1. The Licensed Materials are the copyright work of Reuse Network. Use of these is under a non-exclusive licence without the right to sub-licence from us to you. You agree and acknowledge that you do not acquire any intellectual property or other rights by virtue of such use.
- 3.2. You shall not, and shall ensure no-one acting on your behalf reproduces publishes, distributes, uses, sells or otherwise exploits the Licensed Materials or any part of them otherwise than as permitted under this Agreement. Any unauthorised use may be in breach of both statutory and common law rights which could be the subject of legal proceedings.
- 3.3. You shall not do or permit anything to be done which would or might jeopardise or invalidate the intellectual property in the Licensed Materials nor do anything which might prejudice the right or title of Reuse Network to the Licensed Materials. Without limiting the generality of this clause, you agree not to redesign the Licensed Materials or use the underlying information, data or analysis contained in the Licensed Materials to produce a product based on the same.
- 3.4. You will only use the Licensed Materials in the Media provided to you and will ensure that no user of the Licensed Materials modifies or makes any adaptation or alteration to the same, nor incorporates or uses the Licensed Materials in conjunction with other copyright works.
- 3.5. Any input by you or any other contribution made to the Licensed Materials by you may be used by Reuse Network for quality assurance, training and statistical analysis purposes and you hereby consent to such use.

4. Limitation of Liability

- 4.1. Nothing in this Agreement shall exclude or limit our liability for (i) fraud or other criminal act, (ii) personal injury or death caused by the negligence of our employees in connection with the performance of their duties or by defects in any product supplied pursuant to this Agreement, or (iii) any other liability that cannot be excluded by law.
- 4.2. The Licensed Materials are provided on an “as is” basis and whilst Reuse Network make all reasonable efforts to maintain the accuracy and relevance of such information; we disclaim any warranty as to the completeness, quality or non-infringement of third parties’ rights in the same to the fullest extent permissible by law.
- 4.3. Subject to clause 4.1, in no event will we be liable under this Agreement for any damages resulting from: (i) loss of damage to or corruption of data, (ii) loss of use, (iii) lost profits, (iv)

loss of anticipated savings, (v) loss of revenue, (vi) loss of opportunity, (vii) loss of goodwill, (viii) loss of reputation, and/or (ix) any indirect or consequential loss. Such liability is excluded whether such damages were reasonably foreseeable or actually foreseen.

4.4. Except as provided in clause 4.1 our maximum aggregate liability to you for any cause whatsoever will be for direct costs and damages only and will be limited to a sum equivalent to 125% of the Licence Fee paid and payable by you in respect of the Licensed Materials that are the subject of your claim under this Agreement.

4.5. We hereby exclude all liability that we have not expressly accepted in this Agreement. These limitations will apply regardless of the form of action, whether under statute, in contract, tort, including negligence, or any other form of action. For the purposes of this clause 4 “we” includes our employees, sub-contractors and suppliers who shall therefore have the benefit of the limits and exclusions of liability set out in this clause 4 in terms of the Contracts (Rights of Third Parties) Act 1999.

5. Assignment

You may not assign this Agreement or otherwise transfer any rights or obligations under this Agreement except with our prior written consent.

6. Entire Agreement

This Agreement including its Schedules constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous representations, agreements and other communications between the parties, both oral and written. This Agreement shall prevail notwithstanding any variance with the terms and conditions of any order or purchase order submitted by you.

7. Law & Jurisdiction

Each party hereby irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any disputes arising out of or relating to this Agreement and that the laws of England shall govern this Agreement.

8. Survival.

The following clauses shall continue to be in effect after the termination or expiration of this Agreement: 3.2, 3.3, 3.4, 3.6, 4 and 6-7 inclusive.

Will you be using the PWP for WEEE compliance? Leave blank if not applicable.

☒ AATF

☐ ATF

☐ DCF

Name **Chris Smith**

Telephone **01900 604466**

Office **Lillyhall Workington.**

Date **4th January 2025**

Signed on behalf of Purchasing Organisation

338850

